



Interoffice Memorandum

AGENDA ITEM

June 24, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

**CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: July 16, 2019 - Consent Item
Program Administration Agreement with Life Concepts, Inc.

On April 21, 2015, the Board approved the 2015-2018 Local Housing Assistance Plan to promote affordable housing, including strategies for multi-family construction and rehabilitation utilizing State Housing Initiatives Partnership (SHIP) funding. Florida Housing Finance Corporation has mandated local jurisdictions set aside 20 percent of its SHIP program funds for persons with special needs.

Life Concepts, Inc. d/b/a Quest Inc. is a non-profit organization that supports and empowers Central Floridians with developmental and intellectual disabilities by offering choices and opportunities to live, learn, work, and play. The agency provides residential and rehabilitative services to children and adults with disabilities. Life Concepts, Inc. responded to a Request for Application and submitted a proposal requesting \$790,500 from SHIP 2017-2018 program funds to conduct home repairs, modification, and technology improvements to five existing group homes and a supportive living apartment that houses persons with special needs. The services provided will assist 60 special needs persons. The County Attorney's Office has reviewed the Program Administration Agreement as to form.

ACTION REQUESTED: Approval and execution of Program Administration Agreement between Orange County, Florida and Life Concepts, Inc. related to the State Housing Initiatives Partnership Program for the specific purpose of Rehabilitation of Group Homes and Supportive Living Apartment in the amount of \$790,500. District 2

JWW:MG:ER
Attachment

PROGRAM ADMINISTRATION AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

LIFE CONCEPTS, INC

related to

THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

for the specific purpose of

**REHABILITATION OF GROUP HOMES AND
SUPPORTIVE LIVING APARTMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32802 (hereinafter "County" or "Grantee"), and **LIFE CONCEPTS, INC**, a qualified not-for-profit corporation registered under the laws of the State of Florida at P.O. Box 531125, Orlando, FL 32853 (hereinafter "Agency"), acting in the capacity of a Sponsor. The County and the Agency may be referred to in this Agreement individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the County adopted Resolution 2018-M-04 for the administration of the Local Housing Assistance Plan under Florida's State Housing Initiative Partnership ("SHIP") Program (hereinafter referred to as "Program"); and

WHEREAS, twenty percent (20%) of total SHIP funds must be set aside for persons with special needs as defined in this Agreement; and

WHEREAS, the Board of County Commissioners ("Board") supports the utilization of funds from the SHIP program to provide rehabilitation assistance to homes occupied by very low-to-moderate income Orange County residents (hereinafter referred to as "Program Funds"); and

WHEREAS, the Board has designated the Manager of the Orange County Housing and Community Development Division to serve as its authorized designee in overseeing and managing the Program Funds (hereinafter referred to as "Program Administrator"); and

WHEREAS, the Agency is a private not-for-profit corporation that provides permanent affordable housing to very low and low-income residents with special needs; and

WHEREAS, the Agency has proposed to use seven hundred ninety thousand, five hundred dollars (\$790,500) of Program Funds for repairs, modifications, and technology improvements in accordance with standards set forth by the Americans with Disabilities Act ("ADA") to existing group homes and supportive living apartment for persons with special needs ("Project"), as such term is defined in this Agreement; and

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Orange County's 2018-2019 request for applications process for housing projects; and

WHEREAS, the County finds that such services proposed by the Agency fulfill the purposes and policies of the Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the Grant awards, SHIP Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge the County and Agency agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

Section 2. Documents.

A. The following documents form a material part of this Agreement and are hereby incorporated by reference:

1. This Agreement;
2. **Exhibit A:** Scope of Work;
3. **Exhibit B:** SHIP Income and Rent Limits;
4. **Exhibit C:** Project Budget;
5. **Exhibit D:** Reimbursement Invoice;
6. **Exhibit E:** Residential Income Certification;
7. **Exhibit F:** Authorization for Release of Information;
8. **Exhibit G:** Verification Forms;
9. **Exhibit H:** Annual Programmatic Report.

Section 3. Definitions.

A. "Special Needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under Section 409.1451(2)(a), Florida Statutes; a survivor of domestic violence as defined in Section 741.28(2), Florida Statutes; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits, consistent with Section 420.0004(13), Florida Statutes.

B. "Disabling condition" means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is: (a) Expected to be of long-continued and indefinite duration; and (b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

C. "Developmental Disability" shall have the meaning set forth in Section 393.063(12), Florida Statutes, which currently provides that it is a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome, and that manifests before the age of eighteen (18), and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

D. "Very Low Income Person or Household" shall mean a person or household whose incomes does not exceed fifty-percent (50%) of the Orlando Metropolitan Statistical Area (hereinafter "Orlando MSA") Median Income, published annually by the U.S. Department of Housing and Urban Development ("HUD") and distributed by the Florida Housing Finance Corporation ("FHFC") adjusted for family size.

E. "Low Income Person or Household" shall mean a person or household whose income does not exceed eighty-percent (80%) of the Orlando MSA Median Income published annually by HUD and distributed by FHFC adjusted for family size.

F. "Moderate Income Person or Household" shall mean a person or household whose income does not exceed one hundred twenty-percent (120%) of the Orlando MSA Median Income published annually by HUD and distributed by FHFC adjusted for family size.

G. "Sponsor" shall mean a person or a private or public for-profit or not-for-profit entity that applies for an award under the Program for the purpose of providing eligible housing for eligible persons to partially assist in the acquisition, construction, rehabilitation, or financing of eligible housing or to provide the cost of tenant or ownership qualifications.

Section 4. Description of Project. The Program Funds awarded by the County in this Agreement shall be used to reimburse costs incurred for the general repairs, modifications, and technology improvement activities associated with the Project, which shall be completed in accordance with the "Scope of Work" document attached to this Agreement as **Exhibit "A."**

Section 5. Completion Date and Extensions.

A. The Project shall be completed no later than June 30, 2020 ("Completion Date").

B. In the event of unavoidable delays deemed to be beyond the control of the Agency, the Program Administrator, in their sole discretion, may extend the Completion Date ("Extension Date"). All requests for extension must be submitted in writing to the Program Administrator for approval no less than forty-five (45) days prior to the established Completion Date. Any such extension of the Completion Date approved by the Program Administrator will be done in writing and may not extend beyond the term of any relevant grant.

C. The County shall retain the right to be fully informed of all pre-development issues associated with the Project that may result in a change in the Completion Date, contract amount, or in the Scope of Work. In no event shall the Completion Date be changed or otherwise modified beyond the term of this Agreement without prior written approval by the County.

Section 6. The Parties' Obligations.

A. The Agency shall oversee all phases of the Project including, but not limited to, the solicitation of construction bids, permitting, review and evaluation of all bids, awarding of contracts, on-site inspections, and final approval of the Project.

B. The County and Program Administrator shall retain the right, but not the obligation, to perform inspections of the Project and to conduct investigations as required. The County's investigations, or any lack thereof, shall not relieve the Agency of any responsibility, obligation, or liability that it has assumed in this Agreement.

C. The Agency shall ensure that all services provided by its employees, agents, or any of its sub-contractors are performed in accordance with SHIP Requirements, or otherwise provided for in this Agreement.

D. The Agency shall obtain a minimum of three (3) written bids for all construction work and award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. In the event that the Agency does not receive a minimum of three (3) written bids for construction work, the Agency may request in writing from the Program Administrator a waiver of the three (3) bid requirement to be decided at the Program Administrator's sole discretion.

E. The Agency shall ensure the procurement process utilized in selecting its sub-contractors complies with state procurement standards. The Agency shall ensure that all contracts or agreements entered into for all Project related services comply with the requirements of the SHIP regulations, and all applicable state and federal laws.

F. The County shall retain the right to review and comment on the solicitation plans and documents prior to the solicitation of bids. The County may approve a contractor prior to the Agency entering into any contract relating to the Project. The Agency shall provide a copy of all executed contracts with the selected contractors and sub-contractors to the Program Administrator.

G. The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all issues including, but not limited to, any deletions or revisions in work resulting in a change to the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond the term of this Agreement without prior written approval by the County. The County's review and participation as described in this subsection shall not relieve the Agency of any responsibility, obligation, or liability that it has assumed in this Agreement.

H. The Agency shall only accept special needs tenants that are SHIP income eligible for the group homes and supportive living apartment as listed in Exhibit "A."

I. The Agency shall comply with the SHIP rent guidelines released annually and described in the "SHIP Income and Rent Limits" document attached to this Agreement as **Exhibit "B."**

J. The Agency shall ensure that all services relating to the Project are completed by the Completion Date, or the County approved Extension Date.

Section 7. Project Funding.

A. The Agency understands that one-hundred percent (100%) of the funding received pursuant to this Agreement comes from the State of Florida through the SHIP Program. In the event that SHIP disallows payment, for whatever reason, and requires repayment of those SHIP funds, the Agency will be responsible for reimbursing the County for the total amount requested by SHIP, up to, but not to exceed, the amount provided to the Agency by the County pursuant to this Agreement.

B. The Agency expressly understands that the County's obligation and expenditure of the funds contemplated under this Agreement are contingent upon the County's receipt of the Program Funds.

C. The Agency shall use the Program Funds only towards the Project, which shall include only those eligible expenses permitted under the SHIP regulations, as set forth in Chapter 420, Florida Statutes ("SHIP Statutes"), as may be amended. Should the Program Administrator, in their sole discretion, find that the Agency is not utilizing the Program Funds in accordance with the SHIP Program requirements or state regulations, as applicable, the Program Administrator may reduce or otherwise alter the funding amount of this Agreement.

D. Any Program Funds allocated to the Agency by the County for this Project that are not expended within the term of this Agreement shall be retained by the County. The County shall not reimburse the Agency for any Project services, costs, or expenses incurred by the Agency that are outside the scope or term of this Agreement.

Section 8. Project Budget.

A. The total estimated cost of the Project is seven hundred ninety thousand, five hundred dollars (\$790,500) ("Project Cost"). The County's payment of the Project Cost shall be subject to the terms and conditions set forth in this Agreement and pursuant to the Agency's proposed budget as described in the "Project Budget" document attached to this Agreement as **Exhibit "C."** The parties agree that the County shall have the sole authority and discretion in determining the final amount to be expended by the County for the Project.

B. Upon written consent of the Program Administrator, the Agency may modify the Project Budget without a written amendment to this Agreement provided that modification to the Project Budget does not result in the Project Budget exceeding the limit of seven hundred ninety thousand, five hundred dollars (\$790,500). Any modification of the Project Budget that would increase the Project Budget over the seven hundred ninety thousand, five hundred dollar (\$790,500) limit shall only be agreed to by written amendment, which shall be executed by the Agency and approved by the Orange County Board of County Commissioners.

C. The Agency may not expend more than two hundred fifty thousand dollars (\$250,000) per group home or per supportive living apartment.

D. The Agency acknowledges and agrees that it shall be responsible for any costs associated with the Project that exceed the Project Cost or the County's anticipated contribution as set forth in this Agreement.

E. The Agency shall maintain sufficient financial resources to meet any expenses incurred during the period of time between the provision of services under this Agreement and payment by the County.

Section 9. Program Income.

A. "Program Income," for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by a SHIP supported activity, or earned as a result of this Agreement during this Agreement's Use Term. Program Income includes, but is not limited to, income from fees for services performed; client donations to the Program; the use or rent of real or personal property acquired with Program Funds; proceeds from the disposition of property purchased or improved with Program Funds; any interest earned on Program Funds held in a revolving fund account; and proceeds from the disposition of assets bought with Program Funds.

B. Program Income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with Program Funds, such Program Income shall be prorated to reflect the actual percentage of Program Funds that are used.

C. The Agency shall expend Program Income in one of the following ways:

1. Added to Program Funds committed to the Project by the County and used to further meet eligible Project goals, specifically the provision of services to eligible people; or
2. Used to finance the Project upon approval by the County; or
3. Deducted from the total Project Cost to determine the net cost on which the County's share of costs will be based.

D. Program Income in the Agency's possession at the time of this Agreement's expiration must be returned to the County along with accounts receivable that are attributable to the use of Program Funds.

Section 10. Billing Requirements.

A. The County has reserved Program Funds in an amount not to exceed seven hundred ninety thousand, five hundred dollars (\$790,500). The Program Funds shall be expended in accordance with the Project Budget attached to this Agreement as **Exhibit "C."**

B. The Program Administrator shall reimburse the Agency with Program Funds in accordance with the terms of this Agreement upon the completion of each group home or supportive living apartment.

C. The Agency shall provide a letter on the Agency's letterhead requesting each reimbursement. The letter must include a date and dollar amount of the request.

D. The Agency shall submit a tracking spreadsheet with each reimbursement request that shows its total expenditures, which are not to exceed two hundred fifty thousand dollars (\$250,000) per group home or per supportive living apartment as listed in **Exhibit "A."**

E. Prior to the first request for reimbursement, the Agency shall provide to the County certification of income and special needs documentation verifying all tenants residing at the group homes and supportive living apartment listed in **Exhibit "A"** are eligible to receive SHIP special needs assistance.

F. The Agency shall provide a completed Reimbursement Invoice (“Invoice”) for each request for reimbursement, a copy of which is attached to this Agreement and incorporated by this reference as **Exhibit “D.”** All Invoices and supporting documentation, as more specifically described in this Section, shall be submitted to the Program Administrator. The Agency may submit invoices on a monthly basis for each Project listed in **Exhibits “A”** and **“C.”** Any changes to the invoice schedule shall require written approval by the Program Administrator. County funding proposed under this Agreement shall be on a reimbursement basis up to the maximum allocated amount and shall be consistent with the Project Budget.

G. The Agency shall submit the following supporting documentation required for processing Invoices:

1. Documentation supporting the completion of services (i.e. material and labor costs); and
2. Accounting records supported by documentation (e.g. copies of issued checks, invoices, payroll and time sheets); and
3. Any other documentation requested by the Program Administrator.

H. Each Invoice must be completed in its entirety. Any Invoice that is incomplete or that fails to include the required supporting documentation will be deemed incomplete and may be rejected by the County.

I. Invoices submitted in accordance with the Invoice Schedule must include only those allowable expenses and costs acceptable under the Program.

J. The County shall not provide reimbursement for any costs or expenses for which the Agency is unable to demonstrate payment having already been made.

K. Completed Invoices and supporting documentation shall be submitted to the Housing and Community Development Division Manager, 525 East South Street, Orlando, Florida 32801.

Section 11. Payment Methods.

A. The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement.

B. Upon review and approval of the Agency’s Invoice, reimbursement request, and supporting documentation, the Program Administrator shall submit the Agency’s request for payment to the Orange County Comptroller’s Office (“Comptroller”) for processing.

C. Invoices that are deemed incomplete or that fail to include the necessary supporting documentation may result in the delay or possible denial of payment. All checks disbursed shall be made payable to the Agency in accordance with the Notices section of this Agreement.

D. The County reserves the right to withhold or deny payment of Program Funds to the Agency relating to the Project or this Agreement that are deemed by the County to be unsatisfactory, insufficiently documented, or a result of the Agency’s failure to comply with the terms and conditions of the Program or this Agreement. In such case, the Program Administrator shall provide written notice

to the Agency specifying the corrective action to be taken, if any, and a reasonable date for compliance with such action.

E. The Agency shall repay the County any Program Funds paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County that is not repaid within ninety days (90) after the County's request for repayment.

Section 12. Term and Termination.

A. **Term.** This Agreement shall take effect upon execution by all parties ("Effective Date"). To ensure that the people with special needs intended to benefit from this Agreement receive long-term and permanent housing, this Agreement shall remain in effect for a fifteen (15) year period beginning on the Project Completion Date.

B. **Termination for Cause.** The County may terminate the whole or any part of this Agreement for cause, as a result of the Agency's default, twenty-four (24) hours after providing written notice to the Agency of the County's intent to terminate, if:

1. The Agency fails to comply with the terms and conditions of this Agreement; or
2. The Agency is unable to perform under this Agreement for any reason including unavailability of funds to finance all or part of the project; or
3. The Agency materially breaches any term of this Agreement as determined at the sole discretion of the County; or
4. The Agency fails to provide affordable housing to very low and low-income persons with special needs; or
5. The Agency fails to comply with any of the regulations governing SHIP awards, including, but not limited to, Chapter 420, Florida Statutes, or fails to comply with any such terms contained in this Agreement; or
6. The Agency makes any material representation in any certification or communication submitted to the County or Program Administrator in an effort to induce the use of Program Funds or the administration of Program Funds and the Agency's certification or communication is determined by the County to be false, misleading, or incorrect in a material manner; or
7. The Agency does not disclose to the County, upon demand, the name of all persons with whom the Agency has contracted, or intends to contract, with to perform the construction activities associated with the Project; or
8. The Agency defaults or fails to promptly pay amounts owed to contractors or sub-contractors for work performed in the Project; or
9. The Agency voluntarily files for bankruptcy, reorganization, or any other insolvency proceedings, or if a receiver is appointed for the Project, or if the Project becomes subject to the bankruptcy court, or if there is an attachment, execution, or other judicial seizure of the Agency assets; or

10. The Agency assigns, transfers, conveys, or sells its interest in this Project or the associated property or any interest in this Agreement without prior written consent of the County or in contradiction to the terms of this Agreement.

C. **Opportunity to Cure.** The County may, at its sole discretion, provide the Agency with a Notice to Cure a default or breach of this Agreement. If the Agency fails to cure the default or breach to the County's satisfaction within the time provided in the Notice to Cure, the County may terminate this Agreement for cause.

D. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall:

1. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination, and continue the performance of this Agreement to the extent not terminated under the provisions of the Termination section of this Agreement; and
2. Place no further orders of subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; and
3. Incur no further costs to the extent that such costs relate to the terminated provisions of this Agreement; and
4. Remit all, or a portion, of the Program Funds expended on the Project. The remittance amount, if any, shall be determined by the County, in its sole discretion, and shall be received by the County within ninety (90) calendar days from the date of termination; and
5. Transfer to the County any funds on hand at the time of termination and any accounts receivable attributable to the use of County funds; and
6. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
7. Take any other actions as reasonably directed in writing by the County.

E. The County shall have the right to terminate all approvals, obligations and acceptances granted by this Agreement in the event the Agency fails to comply with any of the terms and conditions of this Agreement.

F. In addition to any of the remedies contained in this Agreement, in the event of a default or breach of a covenant or a condition of this Agreement, the County may avail itself of any remedy available at law or in equity.

G. Waiver by the County of default or breach by the Agency of any provisions of this Agreement shall not be deemed a waiver of any other provisions or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 13. Indemnification, Sovereign Immunity, Liability, and Independent Contractor.

A. **Indemnification.** To the fullest extent permitted by law, the Agency shall release, indemnify, defend and hold harmless the County, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses, demands, suits or other actions, liabilities, costs and expenses (including reasonable attorney's fees), of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency, its contractors or subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. Nothing in this Agreement shall be construed as a waiver of the County's right to sovereign immunity beyond the limits set forth in s. 768.28, Florida Statutes.

B. **Environmental Indemnification.** The Agency shall defend, indemnify and hold harmless the County, its officials, agents, and employees from any claim arising from or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything in this Agreement to the contrary, this indemnification provision shall survive the termination of this Agreement.

C. **No Waiver of Sovereign Immunity.** Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver by the County, or any state agency or subdivision as defined in Section 768.28(2), of its sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D. **Liability.** The County shall not be liable to the Agency for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach or termination of this Agreement, regardless of any notice of the possibility of such damages.

E. **Independent Contractor.** The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the County or any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 14. Safety Requirements.

A. The Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance under this Agreement. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby; and
2. All property, materials, and equipment on the premises under the care and custody of the Agency; and
3. Other property at or surrounding the premises including trees, shrubs, lawns, walkways, pavements, and roadways.

B. The Agency shall comply with, and shall ensure that its employees, contractors, and sub-contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from an authority bearing on the safety of persons or property for their protection from damage, injury, or loss. This shall include, but not be limited to, the following:

1. Occupational Safety & Health Act (OSHA);
2. National Institute for Occupational Safety & Health (NIOSH);
3. National Fire Protection Association (NFPA).

C. The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

D. In any emergency affecting the safety of persons or property, the Agency shall act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

Section 15. Insurance.

A. Without limiting the Agency's indemnification, the Agency shall maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, all appropriate policies of insurance coverage concerning its operations with limits on forms (including endorsements) as described in this Agreement. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to the County thirty (30) days prior to the commencement of construction. The County shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The County, its officers, and employees shall be named as additional insureds on all policies of liability insurance. These requirements, as well as the County's review and acceptance of insurance by the Agency is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.

B. Required Coverage:

1. **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form, as filed for use in Florida, or its equivalent with a limit of liability of not less than five hundred thousand dollars (\$500,000) per occurrence. The Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed

Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

2. **Fidelity & Employee Dishonesty** – The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the Program Funds awarded for the Project.

3. **All-risk Property Coverage** – The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.

4. **Flood Insurance** – The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Program Funds.

C. Insurance carriers providing coverage required under this Agreement must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-, Class VIII or better. In addition, such policy shall provide that the coverage shall be primary for losses arising out of the Agency's performance of the Agreement. Neither the County nor their insurers shall be required to contribute to any such loss. The required certificate shall be furnished by the Agency to the County prior to the execution of this Agreement.

D. At least thirty (30) calendar days prior to the expiration of any of the insurance policies referenced in this Section, the Agency shall provide the County with evidence of the renewal of said insurance policies in a form satisfactory to the County.

E. The Agency shall require and ensure that each of its contractors/sub-contractors providing services under this Agreement procures and maintains, until the completion of their respective services, workers' compensation, general liability, and auto liability coverage in such limits and with such terms and conditions as to protect the Agency and the County's interest in this Project.

Section 16. Recordkeeping.

A. The Agency shall maintain a file for each tenant residing at the assisted homes and apartments identified in **Exhibit "A."** Each tenant's file must include a completed "Residential Income Certification" document attached to this Agreement as **Exhibit "E,"** a completed "Authorization for Release of Information" document attached to this Agreement as **Exhibit "F,"** and all applicable, completed "Verification Forms" attached to this Agreement as **Exhibit "G."**

B. The Agency shall include in each tenant's file documentation determining the tenant's special needs. The documentation can be in the form of a letter from the Agency for Persons with Disabilities ("APD"), the Department of Children and Families ("DCF"), or a written letter from the Agency making a determination that the tenant is a person with special needs as defined in Section 420.0004(13), Florida Statutes, and is eligible to receive assistance.

C. The Agency shall establish and utilize the best accounting practices in the maintenance of all records relating to this Agreement. Such practices shall comply with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

D. All Program Funds received by the Agency from the County shall be kept in accounts separate and apart from all other funds and accounts of the Agency. The Agency is expressly prohibited from co-mingling Program Funds with funds received by the Agency relating to any other Agency activity.

E. The Agency shall establish and maintain separate accounting records for the Agency's activities related to this Agreement and Program with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.

Section 17. Record Management and Reporting.

A. **Record Management.** The Agency acknowledges that the Agency, and any and all of its subcontractors providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this "Record Management" provision.

1. **Maintenance.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting and record maintenance procedures.

2. **Retention.** Books, records, and accounts related to the performance of this Agreement must be retained by the Agency for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, claim, or audit findings, at which point the Agency must retain such books, records, and accounts record for a period of five (5) years after the conclusion of any such litigation, claim, or audit finding.

3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the State or County.

4. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Agency, or provided to the Agency pursuant to this Agreement, are public records and the Agency agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

B. **Annual Programmatic Reporting.** The Agency shall submit to the Program Administrator a completed "Annual Programmatic Report" document attached to this Agreement and incorporated by this reference as **Exhibit "H."** The Annual Programmatic Report shall be submitted within thirty (30) calendar days of the end of each fiscal year, which currently ends on September 30, and shall provide the total number of persons receiving assistance for that year. The Agency shall provide to the Program Administrator any additional information deemed necessary by the Program Administrator, in their sole discretion.

Section 18. Public Records Compliance. Pursuant to Section 119.071, Florida Statutes, the Agency must:

A. Keep and maintain public records required by the County to perform the services contemplated in this Agreement.

B. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records back to the County.

D. Upon completion or termination of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the services in accordance with Florida law.

C. **Annual Programmatic Reporting.** The Agency shall submit to the Program Administrator a completed "Annual Programmatic Report" document attached to this Agreement and incorporated by this reference as **Exhibit "H."** The Annual Programmatic Report shall be submitted within thirty (30) calendar days of the end of each fiscal year, which currently ends on September 30, and shall provide the total number of persons receiving assistance for that year. The Agency shall provide to the Program Administrator any additional information deemed necessary by the Program Administrator, in their sole discretion.

Section 18. Public Records Compliance. Pursuant to Section 119.071, Florida Statutes, the Agency must:

E. Keep and maintain public records required by the County to perform the services contemplated in this Agreement.

F. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

G. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records back to the County.

H. Upon completion or termination of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the services in accordance with Florida law.

I. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

J. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT PROCUREMENT PUBLIC RECORDS LIAISON; 400 E. SOUTH STREET, 2nd FLOOR, ORLANDO, FL 32801; PROCUREMENTRECORDS@OCFL.NET; (407) 836-5897.

Section 19. Personal Information Protection.

A. In accordance with Section 501.171, Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the services relating to this Agreement. Personal Information shall mean an individual's first name or first initial and last name in combination with any of the following:

1. A social security number; or
2. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity; or
3. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account; or
4. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a professional; or
5. An individual's health insurance policy number or subscriber identification number and a unique identifier used by a health insurer to identify the individual.

B. Personal information shall include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

C. The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this Section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.

D. The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of a breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store, or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form containing Personal Information regardless of its source.

E. Notice of such breach to the County shall include the following:

1. A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security; and
2. The number of individuals who were or potentially have been affected by the breach; and

3. A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security; and
4. The name, address, telephone number, and e-mail address of the employee, agent, or contractor from whom additional information may be obtained concerning the breach; and
5. Any additional information requested by the Program Administrator.

Section 20. Right to Audit. The County, the Comptroller, or their authorized designees, shall have the right to audit all of the Agency's records created pursuant to, or in any way related to, this Agreement. This includes, but is in no way limited to, the right to audit the Agency's use of Program Funds disbursed under this Agreement to ensure compliance with the terms, conditions, and obligations set forth in this Agreement. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the County or the Comptroller to perform such audit.

Section 21. Monitoring and Non-Compliance.

- A. The Agency shall ensure and certify that all tenants occupying the assisted homes and apartments identified in **Exhibit "A"** meet the income and special needs eligibility requirements specified in this Agreement beginning from the date that this Agreement is executed by both parties and recertified annually.
- B. The Agency shall systematically and expeditiously furnish to the Program Administrator any and all data needed for the purpose of Program monitoring and evaluation. This data shall include information on the services provided and any other data that may be required by the Program Administrator.
- C. Program monitoring shall be performed annually by the Program Administrator or their designee for during the Use Term of this Agreement.
- D. If the Program Administrator discovers any Program or Agreement violations or non-compliance by the Agency, the Program Administrator will issue a written Letter of Findings to the Agency detailing the Monitoring Findings. The Agency shall respond to any Monitoring Findings made by the Program Administrator with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings. A Corrective Action Plan must specifically describe how the Agency intends to rectify the Monitoring Findings. An Implementation Schedule must specifically describe when each Monitoring Finding will be corrected and provide a timeline for when each component of the Corrective Action Plan will be implemented.
- E. The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of Monitoring Findings.
- F. The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, the right to termination of monthly contribution payments, and restitution for any use by the Agency of Program Funds determined to not be in compliance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

G. Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach and may result in the termination of this Agreement at the County's discretion.

H. The Agency shall allow the County and SHIP representatives to review its files and allow on-site monitoring of the Project during the Use term of this Agreement, or as may be required by the County or SHIP, to determine compliance with SHIP regulations.

Section 22. Suspension and Debarment. The Agency shall notify the County in the event of any changes in their debarment or suspension status. The County shall have the right to terminate all approvals, acceptances and financial assistance obligations granted by this Agreement in the event the Agency is debarred or suspended from participation in any federal, state or local program.

Section 23. Equal Opportunity and Fair Housing.

A. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Agency represents that the Agency has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The Agency agrees that, on written request, the Agency shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Agency shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.
4. Recipients of funding from the INVEST initiative shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation, or disability. The Agency shall comply with Human Rights Ordinance Chapter 22 of the Orange County Code.

B. **Fair Housing.** The Agency shall comply with Affirmative Marketing and Minority Outreach as set forth in Human Rights Ordinance Chapter 22, Article IV Fair Housing of the Orange County Code and abide by the following:

1. The Agency shall provide rental information and attract eligible persons in the housing market area without regard to race, color, national origin, religion, sex, sexual orientation or disability; and
2. The Agency shall employ the Equal Housing Opportunity slogan, logo or statement in all solicitations for tenants, and posters with the logo will be prominently displayed at the Project.
3. The Agency shall maintain records of its affirmative marketing efforts and keep them available for review by Housing's staff.
4. The Agency shall assess the success of its affirmative action efforts and, when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.

Section 24. Scrutinized Companies.

A. By executing this Agreement, the Agency certifies that pursuant to Section 287.135, Florida Statutes, it is eligible to contract with the County for goods and services because: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and (2) it is not engaged in a boycott of Israel.

B. The County reserves the right to terminate this Agreement immediately should the Agency be found to: (a) have falsified this certification of eligibility to contract with the County for goods and services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to receiving Order(s) pursuant to this Agreement.

C. Should this Agreement be terminated pursuant to this provision's subparagraph 2(b) above, the Agency shall be paid only for the goods and services received and accepted by the County prior to such termination. No other damages, fees, or costs may be assessed against the County for its termination of Order(s) pursuant to this provision and the County reserves the right to pursue any and all applicable and available legal remedies against the Agency for a violation of Section 287.135, Florida Statutes.

Section 25. Notices. Any notice required or permitted under this Agreement must be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices must be delivered to each of the parties at the following addresses or such other addresses as specified by written notice in compliance with the terms of this paragraph.

As to County: Housing and Community Development Division
 Attn: Manager
 525 East South Street
 Orlando, Florida 32801

AND

Orange County Administrator
 201 South Rosalind Avenue
 Orlando, Florida 32801

As to Agency: President and CEO

Life Concepts, Inc., (d/b/a Quest, Inc.)
500 East Colonial Drive
Orlando, Florida 32803

Section 26. Amendments to Agreement. Amendments to this Agreement shall be submitted on the Agency letterhead to the Program Administrator in writing for approval, and shall provide an explanation as to why an amendment is being requested. Unless otherwise contemplated in this Agreement, any such proposed amendment or modification to the conditions and covenants of this Agreement shall become effective upon proper execution by the parties to this Agreement.

Section 27. Right of First Refusal. In the event of a foreclosure or the sale of any homes listed in **Exhibit "A,"** the County, or a non-profit organization deemed eligible by the County, must be given the Right of First Refusal to acquire the property at current market value for continued occupancy by eligible persons with special needs.

Section 28. General Terms and Conditions.

A. **Cost Principles and Audit Requirements.** The Agency shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The County shall not, for any reason, be responsible or liable for the Agency's failure to comply with the requirements of this Section or any obligation imposed upon the Agency in this Agreement.

B. **Religious and Political Activities.** The Agency is prohibited from using Program Funds provided in this Agreement or personnel employed in the administration of the program for sectarian or religious activities, lobbying, or political patronage activities.

C. **Handicapped Accessibility Requirements.** The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. §12131, et seq.), and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records demonstrating compliance with these regulations.

D. **Agreement between County and Florida Housing Finance Corporation.** The Agency agrees that it shall be bound by the standard terms and conditions between the County and the Florida Housing Finance Corporation ("FHFC"), and such other rules, regulations or requirements as FHFC may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

E. **Non-Obligation by FHFC.** FHFC is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Agency, or any other party pertaining to any matter resulting here from.

F. **Conflict of Interest.** No officer or employee of the Agency or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities associated with Program Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from an activity related to the Project, Program, or

Program Funds, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall keep records supporting its requests for waivers of conflicts.

G. **Gifts.** The Agency shall reject gifts that may create a conflict of interest or may create an appearance of a conflict of interest.

H. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within fourteen (14) calendar days from the date the other party receives notice under this paragraph; the non-affected party will have the right, without any liability to the other party, to terminate this Agreement.

I. **Assignments and Successors.** The Agency shall not assign, transfer, convey, or sell its interest in this Project or the associated property or any interest in this Agreement during the Use Term without prior written consent from the County. In the event the Agency assigns, transfers, conveys or sells its interest in the Project or the associated property without the required written consent of the County, the Agency may be declared in default under this Agreement by the County and the County may avail itself of all remedies provided for in this Agreement or otherwise legally available, and the Agency shall remit to the County all Program Funds expended to it by the County under the terms of this Agreement. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature.

J. **Contingency Fees.** The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

K. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Florida Legislature, SHIP, the Board of County Commissioners, or other specified funding source for this Agreement.

L. **No Grant of Vested Rights.** This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights to property owned or to be acquired by the Agency.

M. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

N. **Use of County Logo.** The Agency is prohibited from the use of any and all County emblems, logos, or identifiers without written permission from the County as per Section 2-3, Orange County Code.

O. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated with this Agreement, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

P. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

Q. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

R. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises directly, or indirectly.

S. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefitted party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

T. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

U. **No Representations and Construction.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement.

V. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

W. **Remedies.** No remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to

every other remedy under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights powers or remedies.

X. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

Y. **Authority of Signatory.** Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Z. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

AA. **Compliance with Laws.** It shall be the Agency's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The Agency shall abide by all applicable federal and state laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all SHIP Program requirements, Chapter 420, Florida Statutes, as amended from time to time. The Agency shall comply with all other applicable federal, state and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County. The Agency further agrees to utilize the Program Funds under this Agreement to supplement rather than supplant funds otherwise available.

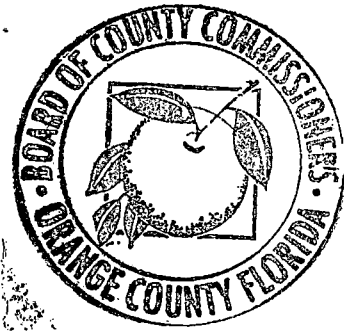
BB. **Licenses and Permits.** The Agency shall obtain all necessary licenses and permits for the intended improvements or activities relating to the Project. The Agency, by this Agreement, represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the County upon request.

CC. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

Section 29. Entire Agreement. This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether written or oral, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Byron W. Brink*
for Jerry L. Demings
Orange County Mayor

Date: *16 July 2019*

ATTEST: Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Craig A. Stozyna*
for Deputy Clerk

Date: JUL 16 2019

LIFE CONCEPTS, INC.
d.b.a. QUEST, INC.

BY: _____
John R. Gill

TITLE: President and CEO

Date: June 13, 2019

AND _____
Board Chairman or Board Representative

Andrew Hebert, Chair

STATE OF FLORIDA)
COUNTY OF ORANGE)

The aforesaid instrument was acknowledged before me on the 13th day of June, 2019, by John R. Gill, President and CEO of Life Concepts, Inc., d.b.a. Quest, Inc., a Florida not-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification.

Erica Puazibat
Signature of Notary Public
ERICA PUAZIBAT
Name Printed or Stamped:

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 13th day of June, 2019, by Board Chairman or Board Representative of Life Concepts, Inc., d.b.a. Quest, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.



Adelaída Figueroa Valentin
Signature of Notary Public
Adelaída Figueroa Valentin
Name Printed or Stamped:

EXHIBIT "A"

SCOPE OF WORK

A. The Agency shall utilize seven hundred ninety thousand, five hundred dollars (\$790,500) in Program Funds to conduct home rehabilitation services, home repairs, modification, and technology improvements to five group homes and one supportive living apartment. The five group homes and one supportive living apartment will be occupied by sixty (60) very low-to-moderate income special needs residents at the following locations:

1. Spring Group Home, 765 North Wekiwa Springs Road, Apopka, Florida 32712
2. Clarcona Group Home, 4910 Clarion-Ocoee Road, Orlando, Florida 32810
3. Piedmont Group Home, 222 North Wekiwa Springs Road, Apopka, Florida 32703
4. Wekiva Group Home, 1820 North Wekiwa Springs Road, Apopka, Florida 32712
5. First Street Group Home, 27 West 1st Street, Apopka, Florida 32703
6. Alabama Supported Living Apartments, 267 Alabama Avenue, Apopka, Florida 32703

B. The construction of the Projects performed under this Agreement (hereinafter referred to as "Work") shall include, but not be limited to, the following: roof replacement, flooring, handrails; widening of doorways; grab bars; roll-in showers; bathroom accessibility remodeling; kitchen accessibility remodeling; laundry room remodeling; sewer and septic repairs, interior and exterior painting, exterior repairs, landscaping work, and assistive technology items. All Projects shall include the installation and construction, as well as any associated architectural drawings and plans.

C. The Agency will determine an applicant's eligibility to receive services under this Agreement by reviewing and verifying the applicant's income, as well as the income for each person residing in the unit for which services are requested. The Agency shall evaluate the applicant's income in accordance with the "SHIP Income and Rent Limits" document attached this Agreement as **Exhibit "B."**

D. The Agency shall prepare a preliminary Work write-up and cost estimate for the Project, obtain three quotes for all work, and, where applicable, construction related items shall incorporate those standards required by the American with Disabilities Act as referenced in this Agreement.

E. The Agency shall be responsible for obtaining all necessary and required building permits and shall conduct all inspections of all Work performed under this Agreement. The Program Administrator and County reserve the right to inspect all Work.

Any changes or alterations in the plans, specifications, exhibits, addenda, or other drawings of any part of the Work shall be invalid or otherwise unenforceable unless reduced to writing and signed by the Program Administrator and the Agency (hereinafter referred to as "Change Orders").

EXHIBIT "B"

SHIP INCOME AND RENT LIMITS

2019 Income Limits

Florida Housing Finance Corporation SHIP Program

Orlando-Kissimmee-Sanford MSA

Median: \$65,100

% Category	Income Limit by Number of Persons in Household							
	1	2	3	4	5	6	7	8
30%	14,600	16,910	21,330	25,750	30,170	34,590	39,010	43,430
50%	24,300	27,800	31,250	34,700	37,500	40,300	43,050	45,850
80%	38,850	44,400	49,950	55,500	59,950	64,400	68,850	73,300
120%	58,320	66,720	75,000	83,280	90,000	96,720	103,320	110,040

Rent Limit by Number of Bedrooms in Unit

% Category	0	1	2	3	4	5
30%	365	393	533	699	864	1,030
50%	607	651	781	902	1,007	1,111
80%	971	1,040	1,248	1,443	1,610	1,776
120%	1,458	1,563	1,875	2,166	2,418	2,667

EXHIBIT "C"

**PROJECT BUDGET
2017-2018 SHIP Program**

Funding Uses:

Construction Hard Costs

Repairs, renovations, modification, and improvements to bathrooms, kitchens, laundry room, driveway, parking lot, back porch, building exterior and interior, landscaping, common areas. Work to include flooring, painting, plumbing, electrical work, installing gutters, windows, doors, replacing appliances, repairing fence, shed, fire alarm system, concrete, installing gutters, and removing trees on the following group homes or supportive living apartment:

1. Spring Group Home	\$206,800
2. Clarcona Group Home	\$91,500
3. Piedmont Group Home	\$96,400
4. Wekiva Group Home	\$89,200
5. First Street Group Home	\$62,000
6. Alabama Supported Living Apartments	\$244,600
Total	<u>\$790,500</u>

Payments will not exceed \$250,000 per group home or supportive living apartment.

TOTAL PROJECT COSTS

\$790,500

EXHIBIT "D"

REIMBURSEMENT INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County Manager, Housing and Community Development 525 E. South Street Orlando, FL 32801	DESCRIPTION	AMOUNT BILLED
	TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT "E"

RESIDENTIAL INCOME CERTIFICATION

**RESIDENT INCOME CERTIFICATION - RENTAL HOUSING
State Housing Initiatives Partnership (SHIP) Program**

Property Name _____

A. Effective Date: _____ ___ Initial Certification (IC)
 Move-In Date: _____ ___ Annual Recertification (AR)

B. **Subsidy Use** (check one)

<input type="checkbox"/>	Multifamily Rental	<input type="checkbox"/>	Other
<input type="checkbox"/>	Transitional Housing	<input type="checkbox"/>	

C. **Household Information**

Member	Names - All Household	Relationship	Age

D. Assets: All household members including minors

Member	Assets	Cash Value	Income from Assets
Total Cash Value of Assets			
Income from Assets			
If line D (a) is greater than \$5,000, multiply that amount by the rate specified (applicable rate .06%) and enter results in D(c), otherwise leave blank			

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commissions)	Benefits / Pensions	Public Assistance	Other Income	Asset Income Enter the greater of box D (b) or box D(c) in box E
Totals	\$	\$	\$	\$	\$
Enter total of items E (a) through E (e). This amount is the Annual Anticipated Household Income					\$

F. **Resident Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

WARNING: Chapter 817, Florida Statutes, provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under Sections 775.082 or 775.83, Florida Statutes.

Signature of Head of Household

Date: _____

Signature of Spouse or Co-Head of Household

Date: _____

Signature of (other household member over 18

Date: _____

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

- Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$_____).
- Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$_____).
- Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$_____).
- Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$_____).

Based upon the _____ (year) income limits for _____ Metropolitan Statistical Area (MSA) or County, Florida.

Signature of the SHIP Administrator or His/her Designated Representative:

Signature of Head of Household

Date: _____

Printed or Typed Name

Title: _____

H. **Household Data** (to be completed by Administrator or designee)

Number of Persons									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 -	41 -	62 +

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant

Unit Information		
Number of Residents	Tenant Rent	Number of Bedrooms

Special Target / Special Needs (Check all that apply)					
Farmworker	Developmentally Disabled	Homeless	Elderly	Special needs	Other

EXHIBIT "F"

AUTHORIZATION FOR RELEASE OF INFORMATION

I _____, the undersigned, hereby authorize _____ to release without liability, information regarding my employment, income, and/or assets to _____, for the purposes of verifying information provided as part of determining eligibility for assistance under the _____ program. I understand that only information necessary for determining eligibility can be requested.

Types of Information to be verified:

I understand that previous or current information regarding me may be required. Verifications that may be requested are, but not limited to: employment history, hours worked, salary and payment frequency, commissions, raises, bonuses, and tips; cash held in checking/savings accounts, stocks, bonds, certificated of deposits, Individual Retirement Accounts, interest, dividends; payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment, disability or worker's compensation, welfare assistance, net income from the operation of a business, and alimony or child support payments.

Organizations/Individuals that may be asked to provide written/oral verifications are, but not limited to:

Past/Present Employers	Alimony/Child Support Providers Banks,
Financial or Retirement Institutions	Social Security Administration State
Unemployment Agency	Veteran's Administration
Welfare Agency	Other: _____

Agreement to Conditions:

I agree that a photocopy of this authorization may be used for the purposes stated above. I understand that I have the right to review this file and correct any information found to be incorrect.

Signature of Applicant

Printed Name

Date

Note: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office or go online for Form 4506-T, "Request for Transcript of Tax Return" and prepare and sign separately

EXHIBIT "G"

THIRD PARTY VERIFICATION OF ASSET INCOME

(To Be Completed For All Household Members, Including Minors)

State and/or Federal Regulations require us to verify asset income information for the person who has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed or you may fax to:

Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant/Co-Applicant/Household Member Print Name Date

Please return information to:

Name: _____ Title: _____

Department: _____ Phone: _____

Address: _____

Complete the (applicable) Sections below:

Institution Name: _____ Checking Account #: _____

Average Monthly Balance (last 6 months): \$ _____ Interest Rate: _____

Savings Account #: _____ Balance/Interest Rate: \$ _____, _____ %

Certificate of Deposit #: _____ Amount: \$ _____

Interest Rate: _____ Withdrawal Penalty: \$ _____

IRA, Keogh, Retirement Account #: _____ Amount: \$ _____

Interest Rate: _____ Withdrawal Penalty; \$ _____

Other Account #: _____ Amount/Interest Rate: \$ _____, _____ %

Signature of authorized representative: _____

Printed Name: _____ Title: _____

Date: _____ Phone: _____

WARNING: Chapter 817, Florida Statutes provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Sections 775.082 or 775.83, Florida Statutes.

NOTE: For ALL Household Members, including minors, obtain a signed copy of this form for each verification to be completed. Send form directly to depository institution; do not send form through applicant. Upon receiving verification, date-stamp, and compare information to that received on application. Make any necessary notations, date and initial. If significant differences exist between amount reported and verified, obtain a written explanation from applicant and attach to file

VERIFICATION OF CHILD SUPPORT PAYMENTS

State and/or Federal Regulations require us to verify of child support payments made to the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed may fax to: _____ or email to _____

Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant	Print Name	Date
------------------------	------------	------

Co-Applicant/Household Member	Print Name	Date
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Please return information to (attach transcript):

Name: _____ Title: _____

Department _____

Address:

Complete the Sections below:

Name of person paying child support:

Address: _____ City _____ State _____ Zip _____

Children's Name:

Amount of support \$ _____ Weekly _____ Monthly _____ Yearly

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____ Phone: _____

WARNING: Chapter 817, Florida Statutes, provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Section 775.082 and 775.083, Florida Statutes

THIRD PARTY VERIFICATION OF INCOME FROM BUSINESS

State and/or Federal Regulations require us to verify business income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed or you may fax to: _____ or email to _____

Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Please return information to:

Name _____ Title: _____

Department: _____ Phone: _____

Address: _____

Complete the (applicable) Sections below

Dates Business Transacted from: _____ Gross Income: _____

Expenses (Provide Amounts for Applicable Expenses):

Interest on Loans	\$	Cost of goods/materials:	\$
Rent	\$	Utilities:	\$
Wages/Salaries	\$	Employee Contribution	\$
Federal Withholding Tax	\$	State Withholding Tax	\$
FICA	\$	Sales Tax	\$
Other	\$	Other	\$
Straight Line Depreciation	\$	Total Expenses:	
Net Income:	\$		

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Date: _____ Phone: _____

WARNING: Chapter 817, Florida Statutes, provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Sections 775.082 or 775.83, Florida Statutes

VERIFICATION OF PENSIONS AND ANNUITIES

State and/or Federal Regulations require us to verify pension and annuity benefits made to the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed or you may fax to: _____ or email to: _____

Authorization: I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant	Print Name	Date
------------------------	------------	------

Co-Applicant/Household Member	Print Name	Date
-------------------------------	------------	------

Please return information to

Name: _____ Title: _____ Department: _____

Address: _____ Phone: _____
 To: Name of Institution _____

Address: _____ City: _____ State: _____ Zip: _____

Complete the Sections below:

Currently monthly gross amount of pension or annuity: \$ _____

Deduction from Gross for Medical insurance premiums _____

Date of initial award \$ _____ Effective date of current amount _____

Expected change in current amount: _____ New amount \$ _____

Contribution to company retirement/pension fund \$ _____

Amount received in lump sum \$ _____ Date: _____

Signature of authorized representative: _____

Printed Name: _____ Title: _____

Date: _____ Phone: _____

WARNING: Chapter 817, Florida Statutes, provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Section 775.082 and 775.083, Florida Statutes

THIRD PARTY VERIFICATION OF REGULAR CASH CONTRIBUTIONS
(i.e. Paying Rent, Regular Family Assistance, Alimony, etc.)

State and/or Federal Regulations require us to verify regular cash contributions made to the person who has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed or you may fax to: _____ or email to: _____

Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant/co-Applicant/Household Member Print Name Date

Name: _____ Title: _____ Department: _____

Phone: _____ E-mail: _____
Address: _____ City: _____ State: _____ Zip: _____

Complete Sections below

Date of Birth _____ Social Security # _____
Type of Social Security Benefit _____ Gross Monthly Amount # _____
Type of Supplemental Security Benefit _____ Gross Monthly Amount # _____
Deduction for Medicare (Y or N): _____ If yes, Amount Deducted: \$ _____
Signature of Authorized Representative: _____
Printed Name: _____ Title: _____
Date: _____ Phone: _____

WARNING: Chapter 817, Florida Statutes provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Sections 775.082 or 775.83, Florida Statutes.

NOTE: For ALL applicable Household Members 18 years or over, obtain a signed copy of this form for each verification to be completed. Send form directly to the appropriate person/agency; do not send form through applicant. Upon receiving verification, date-stamp, and compare information to that received on application. Make any necessary notations, date and initial. If significant differences exist between amount reported and verified, obtain a written explanation from applicant and attach to file

THIRD PARTY VERIFICATION OF UNEMPLOYMENT BENEFITS

State and/or Federal Regulations require us to verify Social Security Benefit income for the person who has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed or you may fax to _____ or email to: _____

Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant/Co-Applicant/Household Member Print Name Date

Please return information to:

Name: _____ Title: _____

Department: _____ Phone: _____ email _____

Address: _____

Complete the Sections below:

Date of Birth: _____ Social Security #: _____

Type of Social Security Benefit: _____ Gross Monthly Amount: \$ _____

Type of Supplemental Security Benefit: _____ Gross Monthly Amount: \$ _____

Deduction for Medicare (Y or N): _____ If yes, Amount Deducted: \$ _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Date: _____ Phone: _____

WARNING: Chapter 817, Florida Statutes provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Sections 775.082 or 775.83, Florida Statutes.

NOTE: For ALL applicable Household Members 18 years or over, obtain a signed copy of this form for each verification to be completed. Send form directly to the appropriate administration; do not send form through applicant. Upon receiving verification, date-stamp, and compare information to that received on application. Make any necessary notations, date and initial. If significant differences exist between amount reported and verified, obtain a written explanation from applicant and attach to file

THIRD PARTY VERIFICATION OF EMPLOYMENT

Note to employer: Please provide information about anticipated income during the next 12 months only.

State and/or Federal Regulations require us to verify employment history and income information for the person who has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed or you may fax to: _____ or email to: _____

Authorization:

I hereby authorize the release of requested information. A copy of the executed " Authorization for the release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant/Print Name

Co-Applicant/Household Member

Date

Please return information to:

Name: _____ Title: _____

Department: _____ Phone: _____

Address: _____

Position: _____ Date of hire: _____ Probability of continued employment (Y or N)

Current Pay Rate: _____ Pay Frequency (Hr., Wk., Mo): _____ per _____

Overtime Pay Rate: _____ Expected overtime hours during the next 12 months: _____

Total anticipated Annual Base Pay Earnings for the next 12 months: _____

Total anticipated Overtime Base Pay Earnings for the next 12 months: _____

Probability and expected date of any pay increase _____ Amount of increase ___ New rate of Pay _____

Amount of Other Compensation anticipated during the next 12 months (bonus, commission, tips): \$

Vacation Pay (Y or N): _____ if yes, number of days: _____ Retirement

Account (Y or N) Amount Accessible to Employee: _____

Penalty for withdrawal (Y or N) Penalty Amount _____

Total anticipated Gross Annual Income, including other compensation, for next 12 months: _____

Signature of authorized representative: _____

Printed Name: _____ Title: _____

Date: _____ Phone: _____

NOTE: For ALL applicable Household Members 18 years or over, obtain a signed copy of this form for each verification to be completed. Send form directly to the appropriate employment source; do not send form through applicant. Upon receiving verification, date-stamp, and compare information to that received on application. Make any necessary notations, date and initial. If significant differences exist between amount reported and verified, obtain a written explanation from applicant and attach to file.

WARNING: Chapter 817, Florida Statutes provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Sections 775.082 or 775.83, Florida Statutes.

VERIFICATION OF VETERAN'S BENEFITS

State and/or Federal Regulations require us to verify veteran benefits made to the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. A self-addressed return envelope is enclosed or you may fax to: _____ or email to: _____

Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance

Signature of Beneficiary Print name Date

Address of Beneficiary: _____

Please return information to:

Name: _____ Title: _____

Department: _____ Phone: _____ email _____

Address: _____

Name of Veteran: _____ Address: _____

Claim No. _____ Date of Birth: _____

Service Dates From: _____ To: _____

Benefits paid to: _____ Current benefit amount: _____

Original start date: _____ this amount will _____ increase _____ decrease _____

Date changes take effect: _____ New amount: \$ _____

Benefit Type: _____

Signature of authorized representative:

Name: _____ Title: _____

Date: _____ Phone: _____

WARNING: Chapter 817, Florida Statutes, provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Section 775.082 and 775.083, Florida Statutes

EXHIBIT "H"

**ANNUAL PROGRAMMATIC REPORT
(SHIP REHABILITATION PROJECTS)**

Agency: _____ Year Ending: _____

Contact Person: _____ Phone: _____ E-mail: _____

SECTION 1: Total Program Participants served by the Facility	<u>Year-to-Date</u> Program Participants (Unduplicated)
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
TOTAL (s/b same as below)	
Female Headed Households	
Homeless	
Orange County Residents	
Total Program Participants with Special Needs	

SECTION 2: Race and Ethnicity of Participants	<u>Year-to-Date</u> Program Participants (Unduplicated)	
	Hispanic or Latino	Not Hispanic or Latino
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/other Pacific Islander		
Amer. Indian/Alaska Native and White		
Asian and White		
Black / African American and White		
American Indian/Alaska Native and Black / African American		
Other Multi-Racial		
TOTAL (s/b same as above)		